

Personnel

**TELECOMMUTING POLICY FOR
THE AIR NATIONAL GUARD**

This instruction establishes the policy and guidelines for the use of telecommuting by Air National Guard (ANG) personnel and employees. This is the initial publication of ANGI 36-5. It complies with standards set forth by the following memorandums, public law and regulations: White House memorandum, 11 July 1994, Family-Friendly Work Arrangements in the Executive Branch; Deputy Secretary of Defense memorandum, 3 March 1995, Expanding Flexible Work Arrangements in the Department of Defense; Under Secretary of Defense memorandum, 20 May 1996, Department of Defense Telecommuting Pilot Project; Public Law 104-52, Page 109 STAT.468, Section 620; 31 USC Sec. 1348 /01/16/97; AFI 33-111, *Telephone Systems Management*; AFI 33-112, *Computer System Management*; AFI 33-202, *Air Force Computer Security Program*; AFD 33-2, *Information Protection*; ANGI 33-103, *Internet and Electronic Mail Policy*; AFD 36-80, *Reserve Training and Education*; ANGI 36-2001, *Management of Training and Operational Support within the Air National Guard*; AFSSI 5024 Vol. I & II, *Certification and Accreditation*. States are encouraged to supplement this instruction to meet local needs.

Section A—General Information

1. Background.

1.1. Telecommuting is a management tool that allows the ANG to authorize personnel to voluntarily work away from their official duty location. Telecommuting is a complementary way of doing business, which moves work to the people instead of moving the people to the work. In general, it means working from an alternate work location away from the official duty location. Computers, telephones, fax, E-mail, advanced communications links such as Internet, remote LAN/WAN access and affordable high speed communications access are the most common technologies used for telecommuting. This instruction establishes, sets forth and governs commanders' authority with respect to the types of training and duty that may be performed by all telecommuters of the ANG in accordance with Federal statutes and Department of Defense (DoD) policy. This instruction does not limit any type of training or operational support provided by member/employee (hereafter referred to as telecommuter) of the ANG as may be permitted without regard to this instruction.

1.2. Telecommuting is voluntary. The approval authority should grant telecommuting only when it is in the best interest of the Air National Guard. Telecommuting is a privilege and not a right for the telecommuter. Travel in connection with this type of duty is not authorized.

1.3. This instruction requires that participants use a pre-authorized work agreement for accountability. Attachment 2 shows a sample work agreement.

2. Scope. Telecommuting, as a management tool, authorizes commanders (or their written designees) to allow ANG drill status Guard members, technicians, and AGRs to work in an official capacity for pay and/or points away from the official duty location. The alternate work locations must have the necessary tools and environment to enable the telecommuter to accomplish assigned duties. All data, documents, or products developed are the sole property of the US Government and will be prepared for filing in accordance with command guidance if it is to be a permanent record. *No classified material will be used or created while telecommuting.* The approval authority and the supervisor determine the percentage of telecommuting work. Under no circumstances should a telecommuter perform all of their duties by telecommuting.

3. Roles and Responsibilities.

3.1. The Headquarters/Wing/Group/GSU Commander (or their written designee) is the approval authority for telecommuting and work agreements.

3.2. The immediate supervisor is responsible for:

3.2.1. Recommending the telecommuting project to the approval authority.

3.2.2. Preparing required documents and obtaining any necessary signatures (Attachments 2, 3, 4).

3.2.3. Ensuring that project details (e.g., scope of work, deliverables, time schedules, etc.) are mutually agreed upon before beginning work.

3.2.4. Quality control of the telecommuter's completed product.

3.2.5. Maintaining the original approved work agreement with a copy to the telecommuter.

3.3. The commander is responsible for approving the use of Government owned equipment and supplies for use by the telecommuter. The decision to use appropriated funds to pay for equipment, services, or supplies for the purposes of telecommuting rests solely with the commander.

4. Compensation.

4.1. Telecommuters will be compensated in accordance with their duty status; i.e. technician, IDT, FTNGD (which includes AGR). All telecommuters must comply with appropriate pay status regulations.

4.2. The approval authority will not authorize travel or per diem for telecommuting.

4.3. The approval authority may authorize the performance of duties on an incrementally accrued schedule for telecommuters in a military status (Attachment 5).

5. Safety. Telecommuters are responsible for ensuring that alternate work locations are safe environments. Telecommuters will report any injuries while telecommuting to their supervisor as soon as possible. The supervisor will follow line of duty or worker's compensation reporting procedures for accidents or injuries.

6. General Obligations.

6.1. Telecommuters are subject to applicable laws, regulations and instructions. The period of jurisdiction coincides with the duty hours specified in the applicable work agreement.

6.2. Telecommuters are responsible for providing telecommuting equipment requirements to the supervisor.

6.3. Telecommuters should obtain the approving authority's concurrence before performing telecommuting duties that exceed the work agreement.

6.4. The approval authority, supervisor, or telecommuter may terminate participation in telecommuting at any time.

6.5. Telecommuters will not use telecommuting for upgrade training or PME training purposes.

7. Agreements. The telecommuter, supervisor, and approval authority must sign a work agreement (Attachment 2), Telecommuter checklist (Attachment 3), and commander's authorization (Attachment 4), before starting the telecommuting project.

8. Miscellaneous.

8.1. Personnel will be entitled to the same protections and indemnification under the Federal Tort Claims Act as would be available if the services provided herein were provided at the unit during a UTA or during scheduled active duty.

8.2. Wear of the uniform during performance of duty set forth in this instruction is not required.

8.3. Personnel falsely certifying documents under this instruction are subject to prosecution under applicable laws.

Section B—Equipment

9. Government Equipment.

9.1. Subject to prescribed rules and limitations, a commander may place government-owned computers, computer software, and telecommunications equipment (hereafter referred to as equipment) in alternative work locations.

9.2. The commander retains ownership and control of all hardware, software, and data associated with, or generated by, government-owned systems. The commander must account for equipment on a hand receipt (AF Form 1297) and inventory all equipment annually. The commander must notify the Equipment Control Officer (ECO) of the relocation of the equipment.

9.3. Government equipment is FOR OFFICIAL USE ONLY (FOUO). Commanders may authorize installation, repair, and/or maintenance of equipment at their discretion and direction. The equipment is for authorized use by the telecommuter only.

9.4. Telecommuters must comply with all government security procedures and ensure that security measures are in place to protect equipment and data from physical and virus damage, theft, loss, or access by unauthorized individuals.

9.4.1. TELECOMMUTING EQUIPMENT MAY NOT BE USED TO ACCESS OR VIEW CLASSIFIED MATERIAL.

9.4.2. ANG APPROVED ANTI-VIRUS SOFTWARE (WITH THE LATEST SIGNATURE FILE) WILL BE USED AND ACTIVE WHEN TELECOMMUTING.

9.5. Before telecommuters install any hardware or software on a government system, they must have the permission of the Designated Approval Authority (DAA). Telecommuters must ensure that software use conforms to copyright law and any contractual agreements.

9.6. Report of Survey procedures must be followed if government equipment is damaged, lost, or stolen.

9.7. Government information must be protected from modification, destruction, or inappropriate release.

9.8. If telecommuting is no longer required or appropriate, the telecommuter must immediately return government-owned hardware, software, data, and cancel all telecommunication services that the government provided.

10. Privately Owned Equipment.

10.1. Telecommuters may use privately owned equipment for telecommuting purposes.

10.2. Telecommuters must agree to install, service, and maintain (at their own risk and expense) any privately owned equipment.

10.3. The government does not incur any liability or assume any costs resulting from the misuse, loss, theft, or destruction (to include computer viruses) of privately owned equipment, resources, or data.

10.4. Government information must be protected from modification, destruction, misuse or inappropriate release.

10.5. When using privately owned equipment, the telecommuter will store all government data on appropriately marked removable media.

Section C—Accountability

11. Documentation.

11.1. The approval authority will sign all required agreements before the telecommuter starts the telecommuting project unless unique circumstances preclude timely accomplishment of the agreements. Verbal approvals will be followed with the required agreements as set forth in this instruction.

11.2. The telecommuter should submit pay documentation in a timely manner. The approval authority indicates agreement by signing the appropriate pay documents (e.g., NGB Form 105, time cards, etc.) annotating telecommuting status.

PAUL A. WEAVER, JR.
Major General, USAF
Director, Air National Guard

OFFICIAL

DEBRA N. LARRABEE
Colonel, USAF
Chief, Support Services

Attachments 5

- 1. References, Abbreviations, Acronyms, and Terms**
- 2. Air National Guard Telecommuting Work Agreement**
- 3. Air National Guard Telecommuting Supervisor and Telecommuter Checklist**
- 4. Commander's Authorization for Off Base Duty**
- 5. Telecommuting Duty Form**

Attachment 1**GLOSSARY OF REFERENCES AND SUPPORTING INFORMATION*****References***

DoD 7950.1, *Automated Data Processing Resources Management*
DoD 7000.14-R, *DoD Information Security Program*
DoD 7000.14-R, Vol 8, *Civilian Pay Policy and Procedures*
DoD 7950.1-M, *Defense Automation Resource Management Manual*
AFPD 10-6, *Mission Needs and Operational Requirements Use Agreements*
AFPD 33-1, *Command, Control, Communications, and Computer (C4) Systems*
AFPD 33-2, *C4 Systems Security*
AFI 21-109, *Communications Security (COMSEC) Equipment Maintenance, and Training*
AFI 23-111, *Management of Government Property in Possession of the Air Force*
AFI 31-101, Vol. 1, *The Air Force Physical Security Program*
AFI 31-209, *The Air Force Resource Protection Program*
AFI 33-111, *Telephone Systems Management*
AFI 33-112, *Computer Systems Management*
AFI 33-114, *Software Management*
AFI 33-119, *Electronic Mail (E-Mail) Management and Use*
AFI 33-129, *Transmission of Information via the Internet*
AFI 37-132, *Air Force Privacy Act Program*
AFMAN 23-110, Vol. 2, *USAF Supply Manual*, Part 13, Charters 4 & 8
ANGI 36-2001, *Management of Training and Operational Support within the Air National Guard*
ANGI 65-101, *Air National Guard (ANG) Workday Accounting and Reporting Procedures*

Attachment 2**AIR NATIONAL GUARD TELECOMMUTING WORK AGREEMENT**

The following constitutes an agreement between:

_____ and _____ agree to
 Supervisor/Approval Authority Telecommuter

the terms and conditions of the telecommuting program. The supervisor and telecommuter agree:
 Telecommuting schedule is: _____ Fixed _____ As needed

A2.1. Telecommuter agrees to adhere to the applicable pamphlet, guidelines, policies, and procedures of the telecommuting program. Telecommuter recognizes that the telecommuting arrangement is not a right but a complementary tool the ANG may use to accomplish work.

A2.2. The telecommuter will meet with the approval authority/supervisor to develop and/or amend performance agreements for work performed away from the official duty station. The telecommuter will complete all assigned work according to work procedures mutually agreed upon by the telecommuter and the approval authority/supervisor in the agreement.

A2.3. Participation in telecommuting does not change the telecommuter's official duty work location.

A2.4. Where applicable, the telecommuter agrees to document and submit to the supervisor/approval authority for endorsement, any changes in the work agreement.

A2.5. The telecommuter must ensure that a safe and healthy work environment exists. If required by the supervisor/approval authority, the telecommuter agrees to sign a self-certification checklist that proclaims the alternative work site is free of work related safety and health hazards.

The alternative work site is: _____

A2.6. Any data, document or work product developed in telecommuter's telecommuting is the sole property of the US Government.

A2.7. During telecommuting the supervisor/approval authority may check progress via telephone calls, electronic mail or other available means.

A2.8. The telecommuter agrees not to conduct personal business while in official duty status at the telecommuting workplace (e.g. caring for dependents, making home repairs, etc.).

A2.9. The telecommuter acknowledges that while telecommuting, he/she is subject to the applicable laws during the duty hours specified relative to the duty status.

A2.10. Equipment.

A2.10.1. The Government retains ownership and control of all hardware, software, and data associated with government-owned systems.

A2.10.2. Government equipment is FOR OFFICIAL USE ONLY. Installation, repair, and maintenance are at the sole discretion and direction of the issuing organization.

A2.10.3. The telecommuter agrees to protect any government-owned equipment, to prevent the use by others, and to use the equipment only for official purposes.

A.2.10.4. The telecommuter must have DAA approval before installing any hardware or software on government systems.

A.2.10.5. The telecommuter agrees to install, service, and maintain any privately owned equipment at the telecommuter's sole risk and responsibility.

A.2.10.6. The government does not incur any cost or liability resulting from the use, misuse, loss, theft, or destruction of privately owned computer equipment or resources.

A.2.10.7. The ANG strongly encourages use of base 1-800 numbers for remote network access and long distance phone calls.

A.2.10.8. The telecommuter must comply with DoD and AF security procedures and ensure that security measures are in place to protect the equipment from damage, theft, or access by unauthorized individuals.

A.2.10.9. Access to sensitive documents, data, records, etc. on government equipment must be consistent with all DoD and AF directives and instructions. Private equipment may not be used to access or view classified information.

A.2.10.10. The telecommuter is responsible for providing security against loss due to malicious logic, physical or virus loss, theft, or damage. Anti-virus software is available for both government and privately owned computers.

A.2.11. If telecommuting is no longer required or appropriate, the telecommuter must immediately return government-owned hardware, software, data, and cancel all telecommunication services that the government provided.

A.2.11.1 Specific telecommuting project details:

A.2.11.2. Scope of work (Description of project).

A.2.11.3. Projected deliverables:

A.2.11.4. Estimated amount of time to complete the project:

A.2.11.5. Projected start and end dates:

A.2.11.6. Type of duty:

A.2.11.7. Number of estimated days/periods of duty (orders required for active duty):

A.2.11.8. Individual's resource requirements:

A.2.11.9. Progress report requirements:

A.2.11.10. Additional remarks:

Telecommuter Signature

Date

Supervisor Signature

Date

Approval Authority Signature

Date

Attachment 3

AIR NATIONAL GUARD TELECOMMUTING SUPERVISOR AND TELECOMMUTER CHECKLIST FOR USE OF THIS FORM SEE ANGI 36-5. PROPONENT IS ANG/CIO				DATE COMPLETED (YYYYMMDD)	
The following checklist is to ensure proper orientation of your telecommuter with the policies and procedures of the telecommuting program. Questions 4, 5, and 6 may not be applicable to your telecommuter. If this is the case, simply state non-applicable or N/A.					
NAME OF TELECOMMUTER			NAME OF SUPERVISOR		
1. Telecommuter has read and understands ANGI 36-XXXX and all local policies concerning telecommuting.					
2. Telecommuter received a copy of agreement.					
3. Telecommuter is/is not issued government equipment.					
4. Document any equipment issued by the supervisor/approval authority, by placing an X after each applicable item. All Government equipment and software must be accounted for, by serial number, on hand receipt.					
			CHECK AS APPLICABLE	YES	NO
a. Computer					
b. Modem					
c. Fax Machine					
d. Telephone					
e. Other (State)					
5. Policies and procedures for care of equipment issued by the supervisor/approval authority have been explained and are clearly understood.					
6. Policies and procedures covering classified, secure, or privacy act data have been discussed, and are clearly understood.					
7. Requirements for a safe office space and/or area have been discussed, and the telecommuter certifies those requirements are met.					
8. Performance expectations have been discussed and are clearly understood.					
9. Telecommuter understands that the supervisor/approval authority may terminate member participation at any time, in accordance with supervisor/approval authority and established administrative procedures.					
REMARKS					
TELECOMMUTER SIGNATURE				DATE (YYYYMMDD)	
SUPERVISOR SIGNATURE				DATE (YYYYMMDD)	

NGB FORM 3631, APRIL 2001 (FORMFLOW V. 2.15)

Figure 3A. NGB Form 3631

Attachment 4**COMMANDER'S AUTHORIZATION FOR OFF BASE DUTY**Memorandum for: (Authorized Member)

Dated _____

FROM: (Commander)

SUBJECT: Authorization for Performance of Off Base Duty

A.4.1. You are hereby authorized and directed to perform duty under Title 32 of the United States Code at your home, civilian office, and such other locations as may be reasonably convenient and most efficient in accomplishing tasks assigned to you from time to time. This authorization is given pursuant to this instruction; and in accepting this authorization, you agree and understand that you are subject to the rules and constraints of this instruction.

A.4.2. You will track and account for time devoted to such military duties in sufficient detail which shall be reported to me for approval under this instruction as set forth in Attachment 5 of this instruction.

A.4.3. If you complete work as outlined in the agreement, I will approve your submission and authorize pay and points for the work accomplished consistent with this instruction.

A.4.4. This authorization is revocable by me at any time with or without prior notice.

(Signature Block)

Attachment 5

TELECOMMUTING DUTY FORM			
FOR USE OF THIS FORM SEE ANGI 36-5. PROPONENT IS ANG/CIO			
PRIVACY ACT STATEMENT			
1. Authority: Title 5 US code Section 6311 SSAN: Executive Order 9397 2. Principal Purpose: Approve and record your use of telecommuting. 3. Routine Uses: Used by management and your payroll office to approve and record your use of telecommuting. 4. Additional Disclosure(s): To the Department of Labor when processing a claim for compensation regarding a job connected injury or illness; State Unemployment Compensation Office regarding a claim; to Federal Life Insurance or Health Benefits carriers regarding a claim; to a Federal, State, or Local law enforcement agency when your agency becomes aware of a violation or possible violation of civil or criminal law; to a Federal agency when conducting an investigation for employment or security reasons; to the Office of Personnel Management or the General Accounting Office when the information is required for evaluation of telecommuting administration; or to the General Services Administration in connection with its responsibilities for records management. 5. Mandatory or Voluntary Disclosure and Effect on Individual Not Providing Information: Providing information on this form, including Your Social Security Number, is voluntary, but failure to do so may result in disapproval of this request.			
SECTION I			
NAME	GRADE	SSN	
UNIT			
SECTION II			
DATE	LOCATION	SUMMARY OF TASKS/PROJECTS WORKED ON	HOURS
*Time can be shown in quarter hour increments (i.e., 1.25 or .75 or 3.5).			TOTAL HOURS
SECTION III			
Member requests that hours be approved for pay and points as follows: <div style="text-align: center;"> Annual Training _____ Days Special Training _____ Days (minimum 8 hours accumulated for 1 day of either) </div> <div style="text-align: center; margin-top: 20px;"> Inactive Duty Training periods _____ (minimum 4 hours per period) </div>			
This form does not replace any military pay documents. Member is responsible for the submission of pay documents.			
TELECOMMUTER SIGNATURE		SUPERVISOR SIGNATURE	

NGB FORM 3630, APRIL 2001 (FORMFLOW V. 2.15)

Figure 5A. NGB Form 3630